

UNITED BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

**FILED**

MAR 16 2020

CLERK, U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

IN re:	}
	} Chapter 7
Mansfield Boat and RV	}
Storage LLC	} Case No. 18-33926
	}
Debtor	}

**EMERGENCY MOTION TO CONTINUE**

I submit to the Court that I must ask for a continuance for the matters between all matters relating to Mansfield Boat and RV Storage LLC. And Larry Reynolds

My flights have been canceled between Seattle to Dallas. I do know that Seattle seems to be the epicenter of the North American virus pandemic.


Therefore, I am renting a car to drive to Dallas I cannot be there before Friday.

These matters are beyond my control. Our infrastructure is collapsing by the hour. This is unprecedented .I assert that this is completely beyond my control.

I have obtained the Superior Courts approval to transfer the property in Alaska free and clear of all encumbrances to the purchaser The closing to take place this week unless further disruption occurs

**Larry Reynolds**

Larry Reynolds



UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

In re:	}	
	}	Chapter 7
MANSFIELD BOAT AND RV	}	
STORAGE, LLC	}	Case No. 18-33926
	}	
Debtor	}	

OBJECTION TO CHAPTER 7 TRUSTEES EXPEDITED MOTION TO SET ASIDE ALLEGED  
REAL PROPERTY TRANSFERS AND RESCIND ALLEGED DEEDS

Larry Reynolds objects to this motion in its entirety.

The deed referenced regarding the residential property at 305 Smith Street was  
executed 08/10/2017. Long before Pender Capital was known to even exist.

FACTS

During the process of securing a Commercial mortgage backed Security  
refinancing for the Storage Facilities Known as C and S Storage and Mansfield  
Boat and RV Storage we were notified that the changes to the regulations for  
these types of complex derivatives' that came about after the 2008/2009 Great  
Recession with the enactment of the Dodd Frank Financial Overhaul Act and The  
Sarbanes Oxley Amended act governing every aspect of complex derivative  
securitizations affected us in the following way:

1. A special Purpose Entity must be set up strictly in Delaware and written by  
the lender. In our case we were working with regions Bank Securities.

2. The Entity may not own one single asset other than that described in the loan documents. That includes other real estate or even an investment account.
3. The commercial entity may not under any circumstance have any attached Residential property within the legal description, nor can it ever own any residential or any other property other than that described in the loan documents.
4. A third Party auditor was appointed to govern every aspect of the transaction. There were eight in all and all answered only to the SEC. They will testify that the fact I describe here are true.
5. Regions Bank ordered the removal of the residential property in both title and in the legal description. The residential lot could not even be titled to Mansfield Boat and RV Storage LLC as a free and clear property as that would violate Federal Law. They ordered me at that time to transfer that lot back to me personally. I executed the deed and then sent the original to Regions Securities. They would then file that with the closing documents.
6. However Mr. Zach Murphy had his brother Mr. Garland Murphy III ; his brother and lawyer in Houston; have a junior attorney in the firm intentionally interfere in the Regions financing by saying they were seizing the property when that was in fact a bald face lie. Judge Evans ordered them never to do that again
7. Pender and their lawyers have intentionally misrepresented to this Court nearly every fact in this case. Pender violated every order of the 48<sup>th</sup> District Court 100 %
8. Pender unlawfully manipulated the legal system to remove the court of proper jurisdiction to this Court because they feared the ultimate judgement of the State Court.
9. Pender and its attorneys have misrepresented to this Court every aspect of this case. Including the Courts authority to incarcerate me for contempt. They quoted Federal district Court authority rather than class 3 Courts authority. They did this intentionally

10. The 48<sup>th</sup> District Court has already found Zach Murphy to be a liar as has the Chancery Court in New York. I am providing a copy of the certified Court transcript for the Court proving this up.
11. The other deeds referenced by the trustee are deeds of adverse possession meeting every single Texas statute and law on the books. And have been accepted by the State District Court.
12. This matter is already being litigated by the 48<sup>th</sup> District Court, which is the proper Court of Jurisdiction for this matter.
13. The trustee sold to Pender his rights to the residential lot, if any for 7,500.00. Even though the day before the bid amount was \$ 130,000.00. The Court should remember its frustration over that matter. They had you bar Larry Reynolds for unclean hands so as to collapse the trustees ability to collect money except from them.
14. This Court has no jurisdiction over State Court matters regarding Real Estate owned neither By Larry Reynolds, nor anyone else outside of holdings by Mansfield Boat and Rv Storage LLC.
15. The deed transaction is absolutely legal many years ago and outside the authority of this Court.
16. The Court has already remanded all matters relating to Larry Reynolds and Neal Ainsworth to the 48<sup>th</sup> District Court. And we are litigating the matter in that Court
17. Further, I ask the Court to dismiss Pender capital as a creditor in this case. They have finally had to admit that they bid 800 thousand dollars more than the debt. And under both Federal and State law they are and have always been barred from making a claim in this bankruptcy. Mr. Lusky has testified to this fact.
18. I would seek appropriate sanctions for the divisive and fraudulent submissions by both Pender and the trustee
19. The Court should find it interesting that Mr. murphy and Mr. English did not even attend the last hearing and I can certify that Mr. Murphy was there and listed as a witness at the hearing before that but fled the Court house 15 minutes before the Court adjourned, after seeing the 81 separate

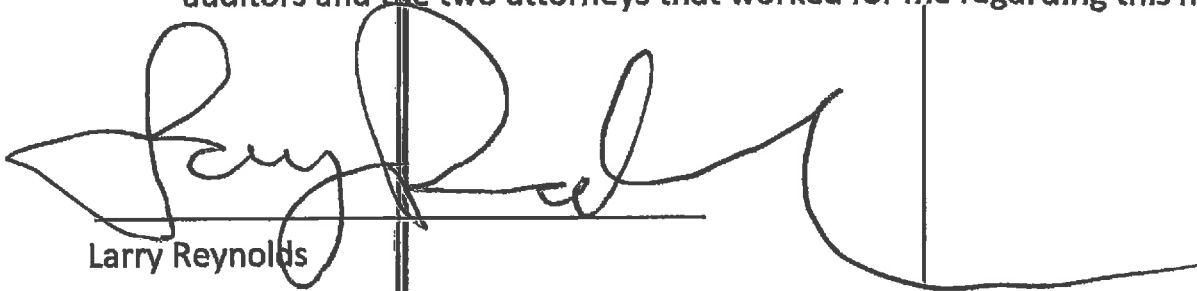
pieces of evidence that I wanted to cross examine him on since he was on the witness and exhibit list.

20. I can prove at least three cases of perjury under oath, fraudulent filing of documents, fraudulent substitution of documents, and much more

21. Therefore, first I submit that this Court no longer has jurisdiction over these matters and request that this matter be remanded to the proper Court of jurisdiction, which is the 48<sup>th</sup> District Court in Fort Worth

22. Further, I urge the Court to examine the relationship between Pender Capital and Mr. Siedel. A trustee cannot have an impartial view for the Court if in bed with a lender that he knows has no standing to begin with

23. If this Court believes it has any kind of jurisdiction, Then I request that at least 90 days to take the proper discovery for this matter. I will call both Managing directors from Regions bank, the third party government auditors and the two attorneys that worked for me regarding this matter

A handwritten signature in black ink, appearing to read 'Larry Reynolds', is written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke extending to the right.

Larry Reynolds

(No Subject)

From: Larry Reynoldd (ljr4@sbcglobal.net)

To: ljr4@sbcglobal.net

Date: Sunday, March 15, 2020, 06:34 PM CDT

Quick service update from Travelocity: Unless your trip is within 7 days, please hold off calling customer service so we can help those traveling immediately. Thank you for your patience, and we will do our best to get to you as soon as we can. More info: <https://t.tyly.co/WrMNSMKQeNAggemcp7oRFas6S6>. Reply STOP to unsubscribe.

Larry Reynolds  
Mobile I phone

## QUIT CLAIM DEED

This Quit Claim Deed (the "Agreement") is made and effective 08/10/17,

**BETWEEN:** Mansfield boat and rv storage llc (the "Grantor") corporation organized and existing under the laws of the State of Texas, with its head office located at:

805 Rutgers Drive  
Lancaster, Texas 75134

**AND:** Larry Reynolds (the "Grantee"), a individual residing under the laws of the State of Texas, located at:

805 Smith Street  
Mansfield, Texas 76063

### TERMS

For and in consideration of \$ 10.00, Grantor grants to Grantee all that real property situated in mansfield in the state of Texas bounded and described as follows:

305 SMITH STREET, ROUNDTREE ADDITION, BLOCK 1, LOT 1, RESIDENTIAL

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

GRANTOR

Authorized Signature

Larry Reynolds

GRANTEE

Authorized Signature

Larry Reynolds

**BETWEEN:**

**Mansfield boat and rv storage llc** (the "Grantor") corporation organized and existing under the laws of the State of Texas, with its head office located at:

605 Rutgers Drive  
Lancaster, Texas 75134

**AND:**

**Larry Reynolds** (the "Grantee"), a individual residing under the laws of the State of Texas, located at:

305 Smith Street  
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GRANTOR

GRANTEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title